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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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Steven Benjamin Davis

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EXAMINER

HAVAN, THU THAO

ART UNIT

PAPER NUMBER

3691

MAIL DATE

DELIVERY MODE

06/29/2007

PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

Application No.

09/690,990

Applicant(s)

DAVIS ET AL.

Examiner

Thu Thao Havan

Art Unit

3624

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 03 April 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 33-42 and 50-52 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 33-42 and 50-52 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                                   | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

### **Detailed Action**

#### ***Response to Amendment***

Claims 33-42 and 50-52 are pending. This action is in response to the amendment received April 3, 2006.

#### ***Response to Arguments***

The rejection of claims 33-42 and 50 under 35 U.S.C. 103(a) as being unpatentable over Schneier et al. (US 5,970,143) in view of Pease et al. (US 5326,104) is maintained.

Applicant's arguments filed April 10, 2006 have been fully considered but they are not persuasive.

In response to the arguments concerning the previously rejected claims the following comments are made:

A.) Applicant alleges that the prior art made of record fails to teach generating a non-refutable game contract log detailing all contract transactions. The examiner disagrees with applicant's representative since Schneier teaches generating a non-refutable game contract log detailing all contract transactions when he discloses players compete in a head-to-head tournament with the rules in set format (i.e. contract format) (col. 40, lines 17-58). In other words, Schneier discloses secure contract by having a secure module containing dedicated game device for players (i.e. contracting parties).

B.) Applicant alleges that the prior art made of record fails to teach generating a theoretical game contract log detailing expected game contract transactions based on the game contract rule set, the set of game expectations, and the game initial

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conditions. The examiner disagrees with applicant's representative since Schneier teaches generating a theoretical game contract log detailing expected game contract transactions based on the game contract rule set, the set of game expectations, and the game initial conditions when he discloses entire tournament for a group of players may be held on a single game computer (col. 40, line 59 to col. 41, line 67). In other words, Schneier has to have rule sets in order to have online tournament for a group of players. For example, he discloses the tournament format may be "round robin," where each player plays everyone else in the group, a "Swiss system," where a limited number of rounds are established with the players having the best scores being matched against each other.

C.) Applicant alleges that the prior art made of record fails to teach verifying the game contract transactions as recorded in the game contract log by comparing the game contract transactions in the game contract log to the expected game contract transactions in the theoretical game contract log. The examiner disagrees with applicant's representative since Pease teaches verifying the game contract transactions as recorded in the game contract log by comparing the game contract transactions in the game contract log to the expected game contract transactions in the theoretical game contract log when he discloses (col. 4, lines 34-64; fig. 4 and abstract). In other words, Pease tracks all transactions to maintain verification of game contracts and players. He maintains player accounts using a double entry bookkeeping system. In that, he checks the critical files at intervals to ensure that the control words are appropriate given the contents of the files.

With regards to the claims rejected as being unpatentable over Schneier and Pease, the examiner would like to point out that the references teach the claimed limitations and thus provides adequate support for the claimed limitations. Therefore, the examiner maintains that Schneier and Pease render obvious the claimed limitations.

### **Claim Rejections - 35 USC § 103**

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims **33-42** and **50-52** are rejected under 35 U.S.C. 103(a) as being unpatentable over Schneier et al. (US 5,970,143) in view of Pease et al. (US 5326,104).

Re claim **33**, Schneier teaches a business process for creating a secure game contract over a network (figs. 3, 4a, and 8a-8b), comprising the steps of:

generating a game contract agreement, comprising the steps of determining a game contract rule set, determining a set of game expectations for one or more game contracting parties, and determining potential game contract outcome (col. 14, lines 46-67; col. 73, lines 32-63; figs. 10a-10b);

receiving initial game conditions for game contract generation from the one or more game contracting parties (col. 1, line 51 to col. 2, line 57);

carrying out game contract activity according to the game contract rule set such that the one or more game contracting parties act in a synchronized manner according to the game contract rule set and the set of game expectations (col. 5, lines 34-65);

generating a non-refutable game contract log detailing expected game contract transactions based on the game contract rule set, the set of game expectations, and the game initial conditions (col. 40, line 59 to col. 41, line 67).

However, Schneier does not explicitly teach verifying the game contract transactions as recorded in the game contract log by comparing the game contract transactions in the game contract log to the expected game contract transactions in the theoretical game contract log. On the other hand, Peaser discloses verifying the game contract transactions as recorded in the game contract log by comparing the game contract transactions in the game contract log to the expected game contract transactions in the theoretical game contract log (col. 4, lines 34-64; fig. 4 and abstract). Pease track all transactions to maintain verification of game contracts and players. He maintains player accounts using a double entry bookkeeping system. In that he checks the critical files at intervals to ensure that the control words are appropriate given the contents of the files. Thus, it would have been obvious to one of ordinary skill in the art to enable a verification step wherein contract transactions are tracked to maintain original transactions versus expected transactions as discloses in Pease.

Re claim **34**, Schneier teaches after the process is completed, financial transactions occur based upon the secure contract (col. 37, lines 43-59; figs. 18 and 20-21).

Re claim **35**, Schneier teaches contract activities over the network are non-refutable (fig. 24).

Re claim **36**, Schneier teaches one or more digital signature are used to provide non-refutable identification of the one or more contracting parties (fig. 1b). *In other words, Schneier teaches digital signature by self-authentication.*

Re claim **37**, Schneier teaches activities are non-refutable by any of the one or more contracting parties to the secure contract (col. 40, lines 17-58). *Schneier discloses secure contract by having a secure module containing dedicated game device for players (i.e. contracting parties).*

Re claim **38**, Schneier teaches activities are non-refutable by a supporting party with an interest in the secure contract (col. 7, lines 28-49).

Re claim **39**, Schneier teaches activities are non-refutable by a supporting party providing recourse for improper contracts (fig. 4a).

Re claim **40**, Schneier teaches contract rule set and initial conditions further comprises hidden events, which comprise random events generated by a trusted third party (col. 37, lines 13-43).

Re claim **41**, Schneier teaches contract log further comprises simultaneous events, wherein simultaneous events are held, controlled and verified by a trusted third party (col. 73, lines 32-63; col. 37, lines 13-43).

Re claim **42**, Schneier teaches any contracting or supporting party can provide recourse in the event of problems during creation of the secure contract (col. 48, lines 52-65).

Re claim **50**, Schneier teaches carrying out game contract activity includes the step of using an irreversible transform to transact the game contract activity between the one or more game contracting parties (col. 47, lines 7-39). *Schneier discloses unchanged or irreversible transform to transact between unique parties identification.*

Re claim **51**, Schneier teaches a central registry to provide standard Public Key Infrastructure services for registering, revoking, and managing certificates (col. 40, lines 17-27). The PIN numbers in Schneier permits a player's identification purposes in a central registry such as a central computer system.

Re claim **52**, Schneier teaches using a legal authority to adjudicate disagreements between game participants (col. 1, lines 14-39). Schneier discloses a central authority having at least one central computer and have the central computer "certify" those outcomes as being accurately reported and fairly achieved.

### **Conclusion**

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the



shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Thu Thao Havan whose telephone number is (571) 272-8111. The examiner can normally be reached on her flextime schedule

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on (571) 272-6771. The fax phone number for the organization where this application or proceeding is assigned is (571) 273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct-uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at (866) 217-9197 (toll-free).

TTH  
5/19/2007

  
HANI M. KAZIMI  
PRIMARY EXAMINER